

EXHIBIT X

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The new Facebook Platform Terms below and the new [Developer Policies](#) went into effect on August 31, 2020. They replace the [legacy Facebook Platform Policy](#) and the [legacy Instagram Platform Policy](#), as well as the Supplemental Terms for Extended Platform Products and the Technology Provider Amendment to the preceding Supplemental Terms. [Learn more.](#)

Facebook Platform Terms

1. Introduction

- a. Our Platform is the set of APIs, SDKs, tools, plugins, code, technology, content, and services that enables others, including app developers and website operators, to develop functionality, retrieve data from Facebook and any other [Facebook Products](#), or provide data to us.
- b. To use Platform (including to Process any Platform Data), you agree to these Platform Terms ("Terms"), as well as all other applicable terms and policies. This may include the [Facebook Terms of Service](#), the [Instagram Terms of Use](#), the [Facebook Commercial Terms](#), the [Business Tools Terms](#), and any [Facebook Product](#) terms that are applicable.
- c. You must also comply with the applicable requirements in our [Developer Policies](#) and those made available on our [Developer Site](#), including in our [Documentation](#) collectively, the "Developer Docs")
- d. These Terms will start on the earlier of the date you accept them or otherwise start accessing or using Platform, and will continue until you stop accessing and using Platform, unless ended earlier as described below. If you are accepting these Terms or accessing or using Platform on behalf of an entity, you represent and warrant that you have the authority to bind such entity to these Terms and you agree on behalf of such entity to be bound by these Terms (and for clarity, all other references to "you" in these Terms refer to such entity). For clarity, these Terms updated and replaced the Facebook Platform Policy and the Instagram Platform Policy and any references in existing terms, policies, or agreements to

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e. If you fail to comply with these Terms or any other applicable terms or policies, we may suspend or terminate your App or account, as described below.

f. Capitalized terms not otherwise defined herein (including in Section 12 ("Glossary")) have the meaning given in our other terms and policies, including our [Terms of Service](#) and our [Facebook Commercial Terms](#). The term "including" means "including without limitation."

2. Intellectual Property Rights

a. Our License to You. Subject to your compliance with these Terms and all other applicable terms and policies, we grant you a limited, non-exclusive, non-sublicensable (except to Service Providers as described below), non-transferable, non-assignable license to use, access, and integrate with Platform, but only to the extent permitted in these Terms and all other applicable terms and policies. You will not sell, transfer, or sublicense Platform to anyone. Except as expressly licensed herein, you will not use, access, integrate with, modify, translate, create derivative works of, reverse engineer, or otherwise exploit Platform or any aspect thereof. The [Facebook Companies](#) reserve all rights, title, and interest (including the right to enforce any such rights) not expressly granted in these Terms.

b. Your License to Us

i. Your Content:

1. You grant us a non-exclusive, transferable, sublicensable, royalty-free, worldwide license to: host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of any information, data, and other content made available by you or on your behalf (including by your Service Providers or through your App) in connection with Platform (collectively, "Your Content") for any business purpose in connection with operating, providing, or improving Platform or any other [Facebook Product](#). This license remains in effect even if you stop using Platform. Without limitation, your license to us includes: the right to incorporate Your Content into other parts of [Facebook Products](#), the right to attribute the source of Your Content using your name, trademarks, or logos; the right to use Your Content for promotional purposes,

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2. If you use the Facebook Business Tools to send us Business Tool Data, our use of that data is governed by the Business Tools Terms rather than the foregoing license for Your Content.

3. If you owned Your Content before providing it to us, you will continue owning it after providing it to us, subject to any rights granted in these Terms or any other applicable terms or policies and any access you provide to others by sharing it via Platform.

ii. *Your App:*

1. You grant us a non-exclusive, transferable, sublicensable, royalty-free, worldwide license to: host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your App for any business purpose in connection with operating, providing, or improving Platform. This license remains in effect even if you stop using Platform. Without limitation, the foregoing license includes the right to frame or link to your App, to place content (including ads) around your App, and to analyze your App (including to assess your compliance with these Terms and all other applicable terms and policies).

2. As between the parties, in connection with Platform, we won't be subject to any terms or policies associated with your App or Your Content (even if we click or tap agreement). Those terms and policies are considered null and void and are rejected and excluded from these Terms.

3. Nothing in these Terms will be interpreted as a representation or agreement that we will not develop or have not developed apps, products, features, or services that are similar to your App or compete with your App.

iii. *Your Name, Trademarks, and Logos:* You grant us a non-exclusive, transferable, sublicensable, royalty-free, worldwide license to use your name, trademarks, and logos for distribution, marketing, and promotional purposes, in connection with your use of [Facebook Products](#), in all formats and media. This license remains in effect for existing materials and instances even if you stop using Platform.

c. Protecting the Rights of Others

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ii. You will obtain (and represent and warrant that you own or have secured) all rights necessary from all applicable rights holders to (1) grant the licenses, rights, and permissions in these Terms (including those in Section 2.b ("Your License to Us")); (2) display, distribute, and deliver all information, data, and other content in your App; and (3) otherwise operate your App. This includes satisfying all licensing, reporting, and payout obligations to third parties.

iii. If your App contains content submitted or provided by your Users or other third parties, you must have an appropriate notice and takedown process and otherwise comply with all applicable laws and regulations to respond to notices of claimed infringement. Without limiting that compliance, in the United States, you must comply with all requirements of the Digital Millennium Copyright Act.

3. Data Use

a. Prohibited Practices. You will not perform, or facilitate or support others in performing, any of the following prohibited practices (collectively, "Prohibited Practices"):

i. Processing Platform Data to discriminate or encourage discrimination against people based on personal attributes including race, ethnicity, color, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, medical or genetic condition, or any other categories prohibited by applicable law, regulation, or Facebook policy.

ii. Processing Platform Data to make eligibility determinations about people, including for housing, employment, insurance, education opportunities, credit, government benefits, or immigration status. By eligibility determinations, we mean determining whether to provide, deny, or take away a particular benefit (for example, housing or scholarships) as well as determining the terms under which the benefit will be provided, denied, or taken away.

iii. Processing Platform Data to perform, facilitate, or provide tools for surveillance.

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- iv. Selling, licensing, or purchasing Platform Data.
- v. Placing Platform Data on, or otherwise making Platform Data available to, a search engine or directory without our prior express written consent.
- vi. Attempting to decode, circumvent, re-identify, de-anonymize, unscramble, unencrypt, or reverse hash, or reverse-engineer Platform Data that is provided to you.
- vii. Changing your App's core functionality or data Processing so that Users would view it as an unfamiliar or different App, or materially changing the scope of Processing of previously collected Platform Data, unless in each case you first re-submit your App and receive our approval through App Review.
- viii. Processing friend lists from Facebook to establish social connections in your App unless each person in that connection has granted you access to that information for that purpose.

b. Additional Terms for Restricted Platform Data

- i. You will not request Restricted Platform Data unless it is necessary to meaningfully improve the quality of the applicable User's experience in the specific product or service for which the User shared the data.
- ii. It must be clear to the User why you are requesting their Restricted Platform Data in order to improve the quality of their experience.
- iii. For clarity, your Processing of Restricted Platform Data must comply with the applicable Developer Docs and other provisions of these Terms (including the Prohibited Practices).

c. Sharing Platform Data. You may only share Platform Data in compliance with these Terms (including Sections 3.a ("Prohibited Practices"), 3.b ("Additional Terms for Restricted Platform Data"), 4 ("Privacy Policy"), and 5 ("Service Providers and Tech Providers")), applicable law and regulations, and all other applicable terms and policies, and only in the following circumstances:

- i. With respect to Platform Data collected as a Tech Provider, solely as described

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1. when required under applicable law or regulation (you must retain proof of the applicable legal or regulatory requirement or request and provide it to us if we ask for it);
2. with your Service Provider;
3. when a User expressly directs you to share the data with a third party (you must retain proof of the User's express direction and provide it to us if we ask for it); or
4. solely with respect to Platform Data that is not Restricted Platform Data, with other third parties, so long as:
 - a. you first contractually prohibit them from using the Platform Data in a way that would violate these Terms or any other applicable terms or policies (you must retain proof of the contractual prohibition and provide it to us if we ask for it); and
 - b. you ensure that any such third parties comply with these Terms and all other applicable terms and policies as if they were in your place, and you are responsible for their acts and omissions, including their noncompliance.

d. Retention, Deletion, and Accessibility of Platform Data

- i. Unless required to keep Platform Data under applicable law or regulation, you must (and must make reasonable efforts to ensure your Service Providers) do the following:
 1. Make reasonable efforts to keep Platform Data up to date, including Platform Data that has been modified or deleted. You must update Platform Data promptly after receiving a request from us or the User to do so. You must give Users an easily accessible and clearly marked way to ask for their Platform Data to be modified or deleted.
 2. Delete all Platform Data as soon as reasonably possible in the following cases:

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other applicable terms and policies;

b. When you stop operating the product or service through which the Platform Data was acquired;

c. When we request you delete the Platform Data for the protection of Users (which we will determine at our sole discretion);

d. When a User requests their Platform Data be deleted or no longer has an account with you (unless the Platform Data has been aggregated, obscured, or de-identified so that it cannot be associated with a particular User, browser, or device), or for Tech Providers, when a User or the Client requests their Platform Data be deleted or the Client no longer has an account with you;

e. When required by applicable law or regulations; or

f. As required under Section 7 ("Compliance Review Rights and Suspension and Termination of these Terms").

ii. If you are required to keep Platform Data under applicable law or regulation, you must retain proof of the applicable legal or regulatory requirement or request and provide it if we ask for it.

iii. If you have received Platform Data in error, you must immediately report this to us, delete that Platform Data, and provide proof of deletion if we ask for it.

e. **Exceptions to Restrictions.** The above provisions of this section (Section 3.a-d) do not apply to certain Platform Data as described [here](#).

4. Privacy Policy

a. If you use Platform to Process Platform Data, you will provide and comply with a publicly available and easily accessible privacy policy.

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which you are Processing it, and how Users may request deletion of that data.

c. You may only Process Platform Data as clearly described in your privacy policy and in accordance with all applicable law and regulations, these Terms, and all other applicable terms and policies.

d. Your privacy policy will not supersede, modify, or be inconsistent with these Terms or any other applicable terms or policies.

e. You must retain all of your privacy policies in effect while using Platform and provide them to us if we ask for them.

f. You will maintain publicly available links to your privacy policies in the privacy policy field in the settings of your App Dashboard, as well as in any App Store that allows you to do so, if applicable, and ensure the links remain current and up to date.

5. Service Providers and Tech Providers

a. Service Providers

i. You will not use a Service Provider in connection with your use of Platform or Processing of Platform Data unless such Service Provider first agrees in writing to do the following:

1. Use Platform and Process Platform Data solely for you and at your direction in order to provide services you requested in a manner that is consistent with these Terms, all other applicable terms and policies, and your privacy policy, and for no other individual or entity and for no other purpose, including for the Service Provider's own purposes; and

2. In the event the Service Provider engages another Service Provider ("Sub-Service Provider") in order to provide the services requested, ensure the Service Provider requires the Sub-Service Provider in writing to comply with the above requirements.

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and you are responsible for their acts and omissions, including their noncompliance.

iii. When you cease using a Service Provider or Sub-Service Provider, you must ensure they immediately cease using Platform and Processing Platform Data and promptly delete all Platform Data in their possession or control.

iv. Upon our request, you must provide a list of your Service Providers and Sub-Service Providers including up-to-date contact information for each, the types and volume of Platform Data shared, and proof of written agreements with your Service Providers to demonstrate compliance with this Section.

v. We may prohibit your use of any Service Provider or Sub-Service Provider in connection with your use of Platform or Processing of Platform Data if we believe that (1) they have violated these Terms or other applicable terms or policies or (2) they are negatively impacting Platform, other [Facebook Products](#), Platform Data, or people who use [Facebook Products](#), and will provide notice to you if we do. Promptly upon such notice, you must stop using that Service Provider or Sub-Service Provider in connection with your use of Platform or Processing of Platform Data.

vi. We may require that your Service Providers or Sub-Service Providers agree to these Terms or other applicable terms or policies in order to access [Facebook Products](#), Platform, or Platform Data.

b. Tech Providers

i. If you are a Tech Provider, you must comply with the other provisions of these Terms, as well as the provisions in this section with respect to your use of Platform and Processing of Platform Data as a Tech Provider. If the terms conflict, the terms that are more restrictive on you or more protective of us apply.

ii. You, as a Tech Provider, understand and agree to the following:

1. You will only use Platform and Process Platform Data on behalf of and at the direction of your Client on whose behalf you access it to help such Client to use Platform or Process Platform Data in accordance with these Terms and all other applicable terms and policies ("Client's Purpose"), and not for your own purposes or another Client's or entity's purposes (for example, you will not

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2. You will ensure that Platform Data you maintain on behalf of one Client is maintained separately from that of other Clients;

3. You will maintain an up-to-date list of your Clients and their contact information and provide it to us if we ask for it;

4. You will only share Platform Data in compliance with these Terms (including Sections 3a ("Prohibited Practices"), 3b ("Additional Terms for Restricted Platform Data"), and 5a ("Service Providers")), applicable law and regulations, and all other applicable terms and policies, and only in the following circumstances:

a. with your applicable Client, so long as you first contractually prohibit such Client from Processing Platform Data in a way that would violate these Terms or any other applicable terms or policies;

b. to the extent required under applicable law or regulation (you must retain proof of the applicable legal or regulatory requirement or request and provide it to us if we ask for it);

c. with your Service Provider solely to the extent necessary for your applicable Client's Purpose; or

d. with your Client's service provider solely to the extent necessary for such Client's Purpose and when such Client expressly directs you to share the data with such service provider (you must retain proof of the Client's express direction and provide it to us if we ask for it);

5. We may require that your Clients agree to these Terms or other applicable terms or policies in order to access [Facebook Products](#), Platform, or Platform Data through your App.

6. You will promptly terminate a Client's use of our [Facebook Products](#), Platform, or Platform Data through your App if we request it because we believe that the Client (a) has violated these Terms or other applicable terms or policies or (b) is negatively impacting Platform, other [Facebook Products](#), Platform Data, or people who use [Facebook Products](#).

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6. Data Security

a. Data Security Requirements

i. You must always have in effect and maintain administrative, physical, and technical safeguards that do the following:

1. Meet or exceed industry standards given the sensitivity of the Platform Data;



2. Comply with applicable law and regulations, including data security and privacy laws, rules, and regulations; and

3. Are designed to prevent any unauthorized (including in violation of these Terms or any other applicable terms or policies) Processing (including, for the avoidance of doubt, access, destruction, loss, alteration, disclosure, distribution, or compromise) of Platform Data.

ii. You must have a publicly available way for people to report security vulnerabilities in your App to you, and you must promptly address identified deficiencies.

iii. You must not solicit, collect, store, cache, proxy, or use Facebook or Instagram login credentials of other Users.

iv. You must not transfer or share user IDs or your access token and secret key, except with a Service Provider who helps you build, run, or operate your App.

b. Incident Reporting

i. If any of the following incidents happen, you must promptly, and no later than 24 hours after you become aware of the incident, [notify us](#) and provide us with information we request regarding:

1. Any unauthorized (including in violation of these Terms or any other applicable terms or policies) Processing (including, for the avoidance of doubt, access, destruction, loss, alteration, disclosure, distribution or compromise) of Platform Data; or

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Service Provider's IT Systems.

ii. You must immediately begin remediation of the incident and reasonably cooperate with us, including by informing us in reasonable detail of the impact of the incident upon Platform Data and corrective actions being taken, and keeping us updated about your compliance with any notification or other requirements under applicable laws and regulations.

7. Compliance Review Rights and Suspension and Termination of these Terms

a. App Review. We may require that you submit your App for our review or approval ("App Review"). Whether or not your App (including its access to any Platform Data) is approved (which will be in our sole discretion), you will ensure that your App is compliant with these Terms and all other applicable terms and policies, and we may review your App for such compliance from time to time, in our sole discretion. You will cooperate with our reviews and provide any information we request therefor. We may verify information you provide to us during any such reviews or otherwise in your App dashboard, which you will update to keep it complete and accurate.

b. Regular Monitoring. We, or third-party professionals working at our direction (including auditors, attorneys, consultants, and/or computer forensics analysts) (collectively, "Third-Party Auditors"), may conduct regular monitoring of your App and its access to Platform and Processing of Platform Data using technical and operational measures.

c. Auditing Rights

i. We or Third-Party Auditors may conduct an Audit, no more than once a calendar year unless there is a Necessary Condition, to ensure that your and your App's Processing of Platform Data is and has been in compliance with these Terms and all other applicable terms and policies.

ii. Audits will be conducted during normal business hours after providing you with at

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iii. You will cooperate with the Audits, including by (1) providing all necessary physical and remote access to your IT Systems and Records, and (2) providing information and assistance as reasonably requested (including making your personnel who are knowledgeable about your or your App's Processing of Platform Data available for our questioning).

iv. You will also use commercially reasonable efforts to get permission and cooperation from your Service Providers for us to conduct such Audits with respect to their IT Systems, Records, and applicable personnel.

v. You will remedy any non-compliance revealed by an Audit as soon as reasonably practicable (as we determine based on the facts and circumstances), after which we may conduct follow-up Audits to ensure proper remediation of the non-compliance.

vi. If an Audit reveals any non-compliance by you or your Service Provider(s) then you will reimburse us for all of our reasonable costs and expenses associated with conducting the Audit and any related follow-up Audits.

vii. After these Terms have ended, our Audit rights under this Section will survive until 1 year after the later of when you affirmatively demonstrate that you have stopped Processing all Platform Data and all embodiments thereof that are in your and your Service Providers' possession or control have been deleted. For the avoidance of doubt, nothing in this Section limits any other rights or remedies we may have by law, in equity, or under these Terms or other applicable terms or policies.

d. Certifications. From time to time, we may request (in writing or through your App dashboard, Platform, or any Facebook Product) information, certifications, and attestations relating to your use of Platform or Processing of Platform Data, which you will provide to us in the requested time frame and form. This may include certifying: (i) your compliance with these Terms and all other applicable terms and policies, and (ii) the purpose or use for the Platform Data you have requested or have access to, and that each such purpose or use complies with these Terms and all other applicable terms and policies. All such certifications and attestations must be provided by an authorized representative of yours.

e. Suspension and Termination

i. We may take enforcement action against you and your App if we believe, in our sole

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auditing;

2. You or your App has violated or may have violated these Terms or any other applicable terms or policies or is negatively impacting Platform, other [Facebook Products](#), Platform Data, or people who use [Facebook Products](#);

3. It is needed to comply with applicable laws or regulations or otherwise required or requested by a court order or governmental authority; or

4. It is needed to protect the [Facebook Companies](#) from legal or regulatory liability.

ii. We may take enforcement action at any time, including while we investigate your App, with or without notice to you. Enforcement can be both automated and manual. It can include suspending or removing your App, removing your access and your App's access to Platform, requiring that you stop Processing and delete Platform Data, terminating our agreements with you, or any other action that we consider to be appropriate, including terminating other agreements with you or your ability to use [Facebook Products](#).

iii. We may suspend or end your App's access to any Platform APIs, permissions, or features that your App has not used or accessed within a 90-day period with or without notice to you.

8. Notice

After you agree to these Terms, any written notice, request, or communications from us to you may be provided via email or mail (for example, to the email address or mailing address in your App account with us) or via notifications within the [Facebook Products](#) (for example, in your account with us). You will keep your contact information current, including name, business name, and email.

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In addition to and without limiting the scope of the "Indemnification" Section in our [Facebook Commercial Terms](#) if anyone brings a claim, cause of action, or dispute against the [Facebook Companies](#) related to your use of Platform, your Processing of Platform Data, Your Content, or your App, name or logo, products or services, or actions in connection with Platform, you will indemnify and hold the [Facebook Companies](#) harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to any such claim, cause of action, or dispute.

10. International Transfers

This section shall apply to the extent that your Processing of Platform Data includes personal data controlled by Facebook Ireland Limited ("Facebook Ireland Data") and the transfer of such Facebook Ireland Data to a territory outside of the European Economic Area that does not have a positive adequacy decision from the European Commission under Article 25(6) of Directive 95/46/EC (each an "EEA Data Transfer"). In these cases you will comply with the following:

- a. if you are relying on the EU-U.S. Privacy Shield (the "Privacy Shield") and are certified under Privacy Shield to receive categories of data which include the Facebook Ireland Data, you will comply with the [Privacy Shield Principles](#). If your Privacy Shield certification does not cover the EEA Data Transfer or you are unable to comply with the Privacy Shield principles (or your Privacy Shield certification in respect of the EEA Data Transfer should end), you will immediately notify us, stop your access to and use of Platform and Processing of Platform Data, and take reasonable and appropriate steps to fix any non-compliance; or
- b. if the EEA Data Transfer is not covered by Privacy Shield, then your use of Facebook Ireland Data is subject to the [Clauses](#). In these cases, Facebook Ireland Limited is the "data exporter" and you are the "data importer" as defined in the Clauses, and you select option (iii) of Clause II(h) and agree to the data processing principles of Annex A to the Clauses. For the purposes of Annex B to the Clauses, the following will apply:
 - i. "Data subjects" are people who visit, access, use, or otherwise interact with the App and the products and services of Facebook Ireland Limited;

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policy of you and/or your Client;

iii. "Categories of data" are Facebook Ireland Data, which includes profile information, photos and videos, location information, communications between Users, information about use of the App and other products and services, payment information, device information, information about visits to third-party websites or Apps that use a "like" or "comment" button or other service integration, information from third-party partners or the [Facebook Companies](#), or as otherwise set forth in the [Data Policy](#);

iv. "Recipients" are you and users of your App and other products and services;

v. "Sensitive data" is personal data about a person's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation, criminal convictions, or alleged commission of an offense; and

vi. "Contact points for data protection enquiries" are the representatives of Facebook Ireland Limited and you with responsibility for data privacy.

11. General

a. In accordance with our [Terms of Service](#), you will not transfer any of your rights or obligations under these Terms to anyone else without our prior written consent. Transferring can include assignment, acquisition, merger, change of control, or other forms of transfer. Any unpermitted transfer will be considered null and void. For any permitted transfer, you can continue to Process Platform Data only for your App subject to these Terms and only after you re-submit your App and receive our approval through our App Review process.

b. You also must comply with all applicable laws and regulations (including the Children's Online Privacy Protection Act ("COPPA") and the Video Privacy Protection Act ("VPPA")).

c. If there is any conflict between these Terms and any other applicable online terms, the terms that are more restrictive on you and your App or more protective of us apply. If you

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- d. We reserve the right to amend these Terms at any time. Your continued use of or access to Platform after any such amendment will constitute your binding agreement to these Terms as amended.
- e. We may change, suspend, or discontinue the availability of Platform at any time. In addition, we may impose limits on certain features and services or restrict your access to parts or all of our APIs or websites without notice or liability.
- f. If we elect to provide you with support or modifications for Platform, we may discontinue either at any time without notice to you.
- g. We do not guarantee that Platform will always be free.
- h. We can issue a press release or otherwise make public statements or disclosures describing our relationship with you or your use of Platform.
- i. When these Terms have ended, all rights granted to you under these Terms will immediately stop and you will immediately stop using Platform. The following Sections will remain in effect after these Terms have ended: Section 2.b, Section 2.c, Section 3, Section 4, Section 5, Section 6, Section 7, Section 9, Section 10, Section 11, and Section 12.

12. Glossary

- a. "App" means any technical integration with Platform or to which we have assigned an App identification number. Any code, APIs, SDKs, tools, plugins, bots, websites, applications, specifications, and other technology made available by you or on your behalf in connection with Platform is considered part of your App.
- b. "Audit" means a review, inspection, or audit of your and your Service Providers' IT Systems or Records.
- c. "Clauses" means the standard contractual clauses annexed to European Commission Decision 2004/915/EC.

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- e. "Developer" means the person or entity that creates or operates an App.
- f. "Developer Docs" has the meaning given in Section 1.c ("Introduction").
- g. "IT Systems" means information technology systems (real and virtual), networks, technologies, and facilities (including physical and remote access to data centers and cloud facilities) that Process Platform Data.
- h. "Necessary Condition" means any of the following:
 - i. it is required by applicable law, rule, or regulation or otherwise required or requested by a court order or governmental authority;
 - ii. we suspect that you or your App have Processed Platform Data in violation of these Terms or other applicable terms or policies;
 - iii. you enter into a change of control transaction or transfer (or request to transfer) any of your rights or obligations under these Terms or other applicable terms or policies;
 - iv. we determine in our sole discretion it is necessary to ensure that you and your App have deleted Platform Data in accordance with these Terms and all other applicable terms and policies; or
 - v. we determine in our sole discretion it is necessary to ensure proper remediation of any non-compliance revealed by an Audit.
- i. "Platform" means the set of APIs, SDKs, tools, plugins, code, technology, content, and services that enables others, including app developers and website operators, to develop functionality, retrieve data from Facebook and any other [Facebook Products](#), or provide data to us.
- j. "Platform Data" means any information, data, or other content you obtain from us, through Platform or through your App, whether directly or indirectly and whether before, on, or after the date you agree to these Terms, including data anonymized, aggregated, or derived from such data. Platform Data includes app tokens, page tokens, access tokens, app secrets, and user tokens.

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transmission.

l. "Prohibited Practices" has the meaning given in Section 3.a ("Prohibited Practices").

m. "Records" mean books, agreements, access logs, third-party reports, policies, processes, and other records regarding the Processing of Platform Data.

n. "Restricted Platform Data" means Platform Data that (i) reasonably can be used to identify a particular User or device; (ii) is accessed using the permissions listed [here](#); or (iii) we otherwise designate as Restricted. Notwithstanding the foregoing, Restricted Platform Data does not include data that can be accessed using the permissions listed [here](#).

o. "SDKs" means any object code, source code, or documentation you receive from us that helps you create Apps or content for use with the Platform.

p. "Service Provider" means an entity you use to provide you services in connection with Platform or any Platform Data.

q. "Tech Provider" means a Developer of an App whose primary purpose is to enable Users thereof to access and use Platform or Platform Data.

r. "Third-Party Auditors" has the meaning given in Section 7.b ("Regular Monitoring").

s. "User" means the end user of an App (whether a person or an entity).

t. "Your Content" has the meaning given in Section 2.b ("Your License to Us").

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Simplifying Our Platform Terms and Developer Policies

July 1, 2020

By [Eddie O'Neil](#)
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Over the last several years, we've changed how we handle data and how we hold our partners accountable for accessing and managing data. We've restricted [access to APIs](#), enhanced [app review](#), launched an [app developer investigation](#) and most recently, formalized our [agreement with the FTC](#). To ensure developers have the tools and information they need to continue to use our platform responsibly, we're making improvements in four areas:

- Providing developers with **clearer guidance around data usage and sharing**.
- **Building new tools and controls to hold developers accountable** such as the annual [Data Use Checkup](#) process in which developers can review the types of data they have access to via Facebook Platform APIs and confirm that their use of that data complies with our terms and policies.
- **Improving the developer experience** by customizing the onboarding and App Review processes to better support different types of developers and updating the App Dashboard to make it easier to see all required actions.
- **Improving the user experience** by offering additional policy guidance in order to provide your users a positive experience on your app.

As part of our work in the first area, today, we're introducing new Platform Terms and Developer Policies to ensure businesses and developers clearly understand their responsibility to safeguard data and respect people's privacy when using our platform and tools.

The new [Platform Terms](#) and [Developer Policies](#) will simplify and replace the existing Facebook Platform Policy (including Messenger Platform), Instagram Platform Policy, Supplemental Terms for Extended Platform Products, and Tech Provider Amendment.

Platform Terms: The Platform Terms have been updated to focus on data use restrictions, data security requirements, enforcement provisions, and legal terms and warranties, like intellectual property (IP) rights. This will help better outline developers' rights and responsibilities when building products and solutions on the Facebook Platform:

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- **Use and Sharing of Platform Data:** The updated Platform Terms define a two-tiered structure for data that developers receive from our platform with clear guidance on how developers may use and share each tier of data. This new distinction between Platform Data and Restricted Platform Data limits the information developers can share with third parties without explicit consent from users and strengthens our protection of user data.
- **Data Deletion:** We are also clarifying the policy's requirements around data deletion. Developers are required to delete data if the data is no longer needed for a legitimate business purpose, the developer stops operating the product or service, we request the deletion, or the data was received by the developer in error.
- **Enforcement & Oversight:** The updated terms strengthen our provisions on data security requirements for developers and require them to notify us of data breaches, immediately begin remediation of the incident, and reasonably cooperate with us. They also clarify our provisions on auditing, termination, and enforcement.

Developer Policies: We've separated integrity, quality control, user experience, content, aesthetic, and functional requirements into a single document called [Developer Policies](#).

We'll notify developers of these changes via email, in the app dashboard and on [developers.facebook.com](#) and in the [legacy Instagram Platform Policy](#). Developers should review these terms and policies to ensure their practices comply with the updated requirements before they go into effect August 31, 2020. However, there's no action required in order to agree to the new terms and policies.

We're also updating our [Business Terms](#), including our [Business Tools Terms](#), which may cover data involved with certain usages of the Facebook SDK, Facebook Login, and social plugins. We are also making a few changes to our [Commercial Terms](#) to make these clearer and easier to understand. You can learn more about the changes we're making [here](#).

Page Public Content Access (PPCA) Feature Policy Enforcement

As another measure to clarify data usage guidance, we are also reminding developers that our [developer documentation](#) states that PPCA can only be used to provide competitive benchmark analysis. Later this year, we'll start enforcing this policy more broadly across developers with PPCA access. Developers with PPCA access should ensure that they are only using the feature for this purpose, and may be required to go through App Review in the coming months to retain access.

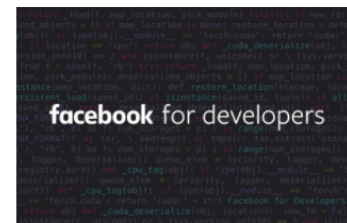
We believe people, businesses and developers deserve a safe and secure platform, and these changes will help strengthen trust with people who use our apps and drive long-term value for developers who use our platform. Learn more on the new [Platform Initiatives Hub](#).

July 14, 2020: The [Platform Initiatives Hub](#) has been updated to reflect a fourth improvement, focused on user experience and policy guidance for developers.

Tags: Developer Policy, 2020, Privacy, Policy, Security

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